HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of Decision	**08.10.2026**

S.No.	Complaint nos.	Complainants
1.	1205 of 2025	Sh. Surender Kumar S/o Sh. Jagbir Singh R/o MOI (79), Hooda, Sonepat, Haryana-131301.
2.	1204 of 2025	Sh. Bharat Sahni, S/o Sh. Subhash Sahni, R/o 124/14, Subhash Nagar Mohalla, Near Punjab National Bank, Shabad, District Kurukshetra
3.	1207 of 2025	Sh. Rakesh Kumar S/o Sh. Satpal Singh, R/o House no.58, chirana(52), District Sonipat , Haryana
4.	818 of 2025	Sh. Amnish Garg S/o Faqir Chand R/o House no. 170 near Jain Bhawan Ward no.7, R-01 Cheeka Kaithal-136034.
5.	819 of 2025	Sh. Shiv Narain S/o Sh. Chander Bhan R/o House no. 325, Vakil Colony, Cheeka, Ward No. 14, Kaithal-136034.
6.	557 of 2025	1. Sh. Amit Kumar S/o Sh. Ramesh Kumar, 2. Mrs. Kamlesh Kumari W/o Sh.

		Ramesh Kumar Both R/o Hydrebadi Hospital Sanoli Road, Panipat-132003
7.	578 of 2025	Parmod Kumar S/o Sh. Surender Kumar R/o House no. 372/5A, Near Devi Mandir, Pipli, District Kurukshetra-136119
8.	990 of 2024	Mrs. Neelam W/o Sh. Ram Kumar, R/o House no. 338-A,Kachwa-11,Karnal-132001, Haryana
9.	1267of 2024	1. Mr. Mahender Singh S/o Sh. Balwan Singh, R/o House no. A-36, Shiv Puri Samay Pur,Samai Pur North West Delhi- 110042 2. Mrs. Babita Devi W/o Sh. Mahender Singh, R/o House no. 183, Gali no. 2 Mahlana Road, Near Sector-23, Ambedkar Colony, Sonipat-131001.
10.	1268of 2024	1. Mrs. Sheela Vanti W/o Sh. Kuljinder Singh; 2. Sh. Kuljinder Singh S/o Sh. Amar Singh Both R/o20-F,Ram Nagar, Ambala Cantt-133001
11.	1740 of 2024	1. Sh. Munish Chopra S/o Sh. Karishan Chand Chopra; 2. Mrs. Roma Chopra W/o Sh. Munish Chopra Both R/o House no. 1763-A, Housing Board sector- 6 Karnal-132001

12.	**1789 of 2024**	1. Sh. Ramphal Ranga S/o Sh. Hari Singh; 2. Mrs. Santosh Devi, W/o Sh. Ramphal Ranga Both R/o 64, near Rajiv Gandhi Stadium W.No. 17, Sewah 32, Panipat Beas Project, Panipat-132108

VERSUS

M/s Aegis Value Homes Limited, Registered office at 55,2nd Floor, Lan-2, Westened Marg, Saidullajab, Near Saket Metro Station, South Delhi, New Delhi-11003010 through its Authorised Signatory Mr. Divey Dhamija.

CORAM:	**Parneet S Sachdev**	**Chairman**
	Nadim Akhtar	**Member**
	Dr.Geeta Rathee Singh	**Member**
	Chander Shekhar	**Member**

Present: - Adv. Ashwarya Bajaj, Counsel for the complainants through VC(in all captioned complaint except 578/2025).

Adv. Tarun Dhingra, Counsel for the complainant through VC(in complaint no. 578/2025).

Adv. Neeraj Goel, Counsel for the respondent (in all captioned complainants).

ORDER (PARNEET S SACHDEV-CHAIRMAN)

1. This order shall dispose of above captioned twelve complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation &Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

2. These twelve complaints are taken up together as facts and grievances of all thirteen captioned complaints are more or less identical and relate to the same project of the respondent, i.e., "Smart Homes Karnal", situated at Sector 32-A, Tehsil an District Karnal, Haryana. The fulcrum of the issue involved in these cases pertains to failure on the part of respondent/promoters to deliver timely possession of unit in question. Therefore, **Complaint No.1205 of 2025 titled as "Surender Kumar Versus Aegis value Homes Limited"** has been taken as lead case for disposal of these four captioned matters.

A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the project have been detailed in the following table:

S.No.	Particulars	Details
1.	Name of the project	Smart Homes Karnal
2.	Name of the promoter	M/s Aegis Value Homes Ltd
3.	RERA registered/not registered	Registered

4. Further the details of sale consideration, the amounts paid by all the complainants and proposed date of handing over of the possession have been given in following table:

Sr no.	Complaint no.	Unit specification/ BBA/DOP	BSP/TSP	Offer of possession/ **OC-20.09.2024**	Cancellation notice
1.	1205 of 2025	A6-403; **BBA-** 23.03.2018; **DDOP**-3.1 (23.03.2022+ covid extension of 9 months as per explained in para H ii. of this order= ***23.12.2022)***	19,89,320	23.10.2024, 04.11.2024, 22.01.2024, 07.05.2024, 22.01.2024	10.04.2025, 19.09.2024, 04.11.2024
2.	1268 of 2024	A-6, 1006; BBA- 13.02.2018; DDOP-3.1 (13.02.2022+	19,89,320	OC- 20.09.2024 Offer-	No cancellation

		covid extension of 9 months as per explained in para H ii. of this order= ***13.11.2022***)		05.10.2024	
3.	1204 of 2025	A-5, 105 BBA-21.02.2018 DDOP-3.1 (21.02.2022+ covid extension of 9 months as per explained in para H ii. of this order= ***21.11.2022***)	Tsp-19,04,540/-	OC-20.09.2024 Offer of possession-05.11.2024, 01.12.2023	09.01.2025 09.02.2025
4.	1207 of 2025	A-5, 603; BBA-09.09.2017; DDOP-3.1 (09.09.2021+ covid extension of 9 months as per explained in para H ii. of this order= ***09.06.2022***)	Tsp-19,89,320/-	OC-**20.09.2024** Offer of possession-05.11.2024, 01.12.2023 05.10.2024	10.04.2025 30.04.2025
5.	1267 of 2024	A-2/208, 516.90 sq.ft BBA-20.02.2020 DOP-8.1 (20.02.2023) no covid extension as per para H ii of this order	TSP-9,04,540/-	11.11.2024 11.10.2024 04.05.2024	08.11.2021 19.09.2024 03.01.2025 07.02.2025

6.	990 of 2024	1108, 516.96 sq.ft BBA-08.06.2022 DOP-8.1 (08.06.2025) no covid extension as per para H ii of this order	TSP-20,51,620/-	16.10.2024 12.11.2024	No cancellation
7.	819 of 2025	A3/708, 516.90 sq ft BBA-25.10.2017 DOP-2(3.1) (25.10.2021+ covid extension of 9 months as per explained in para H ii. of this order- ***25.07.2022***)	Tsp-19,04,540/-	16.10.2024 01.12.2023 11.11.2023	18.01.2025 09.02.2025
8.	1789 of 2024	A-2, 802, 538.70 sq.ft BBA-29.11.2021 DOP-8.1 (29.11.2024) no covid extension as per para H ii of this order	TSP-19,89,320/-	10.10.2024 18.11.2023	No cancellation
9.	1740 of 2024	A5-306, 538.77 sq.ft BBA-17.07.2021 DOP-8.1 (17.07.2024) no covid extension as	19,89,320/-	09.11.2024 16.10.2024 20.11.2023	06.01.2025 09.02.2025

		per para H ii of this order			
10.	557 of 2025	A4-G-05, 521.20 sq.ft BBA-28.08.2017 DOP-3.1 (28.08.2021) +covid extension of 9 months as per explained in para H ii. of this order= ***28.05.2022***	19,26,320/-	11.11.2024 08.11.2024 11.11.2023	04.01.2025 14.09.2024 **Forfeiture letter-2.3.2025**
11.	578 of 2025	B-507, 328.04 sq.ft BBA-27.12.2019 DOP-8.1 (27.12.2022) +covid extension of 9 months as per explained in para H ii. of this order= ***27.09.2023***	12,04,800/-	10.11.2024 20.11.2023	19.12.2024 08.01.2025
12.	818 of 2025	A3-1305, 516.90 sq.ft BBA-25.10.2017 DOP-3.1 (25.10.2021) +covid extension of 9 months as per explained in para H ii. of this order= ***25.07.2022***	19,04,540/-	17.10.2024 10.12.2023	18.01.2025 09.02.2025

B. FACTS AS PER THE COMPLAINT No. 1205 of 2025:

5. That the complainant Surender Kumar entered into a Builder Buyer Agreement dated 23.03.2018 with the respondent builder for the purchase of a 2 BHK flat in the project named "Smart Homes, Karnal," located in Sector 32A, Karnal. The Carpet Area of the flat was approximately 638.80 sq. ft. and the total sale consideration was Rs. 19,89,320/-. A copy of the agreement is annexed as ANNEXURE C-1.

6. That the complainant was allotted Flat No. A6-403. He paid a total of Rs. 20,49,000/- to the respondents over several payments made between 2017 and 2022. Despite paying nearly the entire consideration amount, the builder has not offered possession nor completed construction.

7. That the builder kept promising that the project would be completed on time but kept delaying the matter and raising demand notices. The project was launched under the Affordable Housing Policy, where possession was promised within four years, but even after the expiry of seven years, possession has not been handed over.

8. That the complainant paid the following amounts to the builder, as shown in the ledger issued by the respondents and the account statement:

9. The total price of the flat was approximately Rs.19,89,320/-rupees as mentioned in the aforesaid agreement. It is pertinent mention here that the respondent builder after taking huge amount of money from the various home buyers including the complainant did not initiate any construction work at the project site.

10. The home buyers were shocked to see that and they lost their trust as well in the respondent builder. It is submitted here that various complaints were also filed against the respondent builder before different authorities including this Hon'ble Court.

11. It is further submitted here that after various complaints were filed against the builder eventually he started raising construction but the respondent builder was not able to complete the project within the prescribed period as per the agreement.

12. The respondent builder certainly acted contrary to the terms of the agreement and he failed miserably to deliver the possession of the flat within 4 years as mentioned in the agreement. It is further submitted here that the quality of construction done by the builder is also of very poor quality and thus it would not be wrong to say that the respondent

builder has played a fraud upon the complainant and various other home buyers.

13. The respondent builder has cheated the complainant in an utterly illegal manner. It is submitted here that the respondent builder is a habitual defaulter who is deceiving so many people by showing them dreams of Home Ownership.

14. The project in question comes under affordable housing policy and therefore it is a matter of grave concern that a dishonest builder is deceiving so many people and the official respondents are not taking any action against him.

15. The respondent builder has played a fraud upon the complainant in every manner possible. Firstly the builder did not raise any construction over the site after taking lakhs of money from the home buyers. It is pertinent to mention here that as per the RERA guidelines the respondent builder was duty bound to start constructing the flats as per the timeline given in the agreement.

16. That due to the delay in construction the possession could not be delivered in time. It is submitted here that there was no occasion whatsoever for the builder to delay the construction of the flats. It is noteworthy to mention here that from the very beginning the intention of the respondent builder was to cheat these simple homebuyers. It is

evident from the fact that various complaints were filed against the respondents at a very initial stage.

17. That the greed of the respondents does not end here, respondent builder is asking for more money from the complainant on completely false and frivolous grounds. The respondent is asking for interest from the complainant which is wholly unlawful and against the settled provisions of law.

18. The terms of the agreement were not honored by the respondents and therefore they are liable to return the money with interest to the complainant and respondents are further liable to pay compensation to the complainant as well.

19. That it is a settled law that if the builder is not able to deliver the possession of a flat in time then he is liable to refund the money of the buyer with interest. The complainant is also entitled for the refund as per the settled principle of law.

20. That the Hon'ble Apex court in the case titled as "Pioneer Urban Land & Infrastructure Ltd. V/S Govindan Raghavan" held as under: -

"We see no illegality in the Impugned Order dated 23.10.2018 passed by the National Commission. The Appellant - Builder failed to fulfill his contractual obligation of obtaining the Occupancy Certificate and offering possession of the flat to the Respondent - Purchaser within the time stipulated in the Agreement, or within a reasonable time thereafter. The Respondent - Flat Purchaser could not be compelled to take possession of the flat, even though it was

offered almost 2 years after the grace period under the Agreement expired. During this period, the Respondent - Flat Purchaser had to service a loan that he had obtained for purchasing the flat, by paying interest @10% to the Bank. In the meanwhile, the Respondent - Flat Purchaser also located an alternate property in Gurugram. In these circumstances, the Respondent - Flat Purchaser was entitled to be granted the relief prayed for i.e. refund of the entire amount deposited by him with interest".

"10. The Civil Appeals are accordingly dismissed, and the Final Judgment and Order dated 23.10.2018 passed by the National Consumer Disputes Redressal Commission is affirmed. The appellant is granted a period of three months from today to refund the amount to the respondent. All pending Applications, if any, are accordingly disposed of."

That the Hon'ble Apex court in the case titled as "Apoorv Bansal Vs Vatika Ltd. Held as under:-

"10. A bare perusal of the aforesaid letter reveals that it is not clear as to when the Opposite Party Builder will be in position to complete the construction and hand over the possession of the Apartment allotted to the Complainant. Under these circumstances and in view of the afore-extracted judgments, the Complainant in the present case cannot be made to wait indefinitely for possession of the Apartment. The Opposite Party Builder is enjoying the benefits of hard-earning money deposited with it by the Complainant. Therefore, the Complainant is entitled for refund of the principal amount with reasonable interest and compensation. Accordingly, following the decisions rendered by this Commission in the aforesaid cases, we partly allow the present Complaint and direct the Opposite Party Builder to refund the entire deposited amount to the Complainant alongwith compensation in the form of simple interest @ 9% p.a with effect from the date of each payment, till the date of refund. The Opposite Party Builder shall also be liable to pay a sum of 50,000/- as costs of litigation to the Complainant. The aforesaid directions shall be complied with within a period of six weeks from the date of receipt of a copy of the Order."

21. That the present project was initiated by the builder in the year 2016 and as per the affordable housing policy of the state of Haryana the

builder was under an obligation to complete the project within a period of four years and therefore, the builder was liable to deliver the possession of the project till the year 2020, it is submitted here that even after taking an extension of six months the builder was not able to complete the project and finally the project of the builder was lapsed. It is further submitted here that the complainant is entitled to get her money refunded with interest as per the provisions embedded in the Rera Act. The builder is acting in an illegal manner and now he asking more money from the complainant and various other home buyers. It is further submitted here that the respondent builder having no authority whatsoever to imposed penalty upon the complainant for any delay in payment. It is submitted here that the builder fail to complete the project within a period of 4 years and even till date the project is not complete and therefore he is liable to pay penal interest to the complainant.

22. That the respondent builder is claiming exaggerated amount from the complainant which is wholly unjust and illegal. It is submitted here that the complainant cannot be penalized for the default committed by the respondent. It is further submitted here that the respondent builder is liable to pay compensation to the complainant on the ground of delay in delivery of possession of the flat but in the present case

shockingly builder is claiming interest from the complainant which is completely illegal. The copy of the account ledger depicting the same is annexed herewith as Annexure C-2.

23. That the complainant is a middleclass lady who gave her hard earned money with the assurance that he will get the possession of the said flat within four years from the commencement date but it is apparent that the respondent-builder is not willing to give the possession of the flat as per the terms and conditions mentioned in the agreement.

24. That the complainant when inquired about the aforementioned project and the respondent-builder then he was shocked to know that various FIR are pending against the respondent-builder as many innocent buyers were cheated by the respondent-builder. It is pertinent to mention here that the Regd. Office of the respondent-builder at Karnal is locked for the last so many months and the respondent-builder is not even responding to the various e-mails sent by the complainant. The complainant has been duped by the respondent-builder just like so many other persons.

25. That the respondent-builder is a habitual offender as it is patent from the aforementioned facts, the respondent-builder never had any intention to deliver the possession of the flat and the sole intention of

the respondent-builder was to take money from the innocent persons such like the complainant and never give it back.

26. That the respondent-builder has certainly acted averse to the various provisions enshrined in the Real Estate (Regulation and Development) Act, 2016 and thus is liable to be strictly dealt with by this Hon'ble Forum. The respondent-builder did not pay any heed to the various e-mails sent by the complainant and did not send even a single intimation regarding the status of the aforementioned project.

27. That the respondent is not going to deliver the possession of the flat and therefore, the complainant entitled to claim the refund of amount paid by her along with interest. The section 19(4) which provides for the same is reiterated hereunder for the ready reference of this Hon'ble Court:-

"(4) The allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the manner as provided under the Act, from the promoter, if the promoter fails to comply or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with the terms of agreement for sale or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under."

28. That this Hon'ble Authority in a similar complaint titled as "Jyoti Chopra Vs Aegis" i.e. Complaint No. 649/2019 passed the judgment dated 31.08.2023 wherein the respondent builder is directed to refund

the entire amount paid by the complainant with interest. The copy of the judgment dated 31.08.2023 is annexed herewith as Annexure C-3

29. That the respondent-developer claims to have obtained a license No.02 of 2016 dated 05.03.2016 granted by The Director, Town & Country Planning, Government of Haryana, for construction and development of an affordable group housing Colony as per affordable policy 2013 on a freehold plot of land measuring approximately 5.6534 Acres (hereinafter referred to as Project Land) situated at Sector 32-A, Tehsil and District Karnal. The respondent developer further claimed that he got the building plan approved vide memo No.ZP-1112/AD(RA)/2017/404 dated 03.03.2017 from the office of DGTCP.

30. Further, Complainant has filed an application dated 23.12.2025, in the registry depicting total paid amount to be ₹ 18,49,000/- as well as amended memo of parties. Complainant has pleaded to delete the name of respondent no. 2,3 and 4 from the array of parties as they are neither necessary nor proper parties to the present proceedings. Now, complainant is seeking relief against one respondent ***i.e. Aegis Value Homes Ltd.*** The Authority has duly taken aforementioned application on record and considered the same for the proper and just adjudication of the matter.

C. RELIEF SOUGHT

31. Complainant sought following reliefs :

1. That the respondent-developer be directed to refund the consideration amount paid by the complainant along with interest @ 24% per annum.
2. That the respondent-developer be directed to pay an amount of Rs.5 lakhs to the complainant on account of mental harassment being caused due to the illegal and unlawful conduct of the respondent-developer.
3. That the rate of interest levied on the computation sheet above is the same which the respondent-developer would have otherwise charged from the complainant in case of any default, Section 2(za) of the Act 2016 provides for such levying of rate of interest. It is further submitted before this Hon'ble Authority that the exemplary penalty may be levied on such defaulting promoters, so as to curb the practice of exploitation of innocent buyers.
4. That the bank accounts no.009511100002634, Andhra Bank, Chandigarh, of the respondent-developer be seized so as the compensation and other penalties levied as per law may be realized. Further any other bank account which may come to the notice of this Hon'ble Authority may also be seized for the purpose

mentioned above and for the purpose of Escrow Account as provided in Section 4 of the Act, 2016.

5. That in addition to the compensation detailed above further compensation on account of legal expenses and other forced misc. expenses also to be paid for an amount Rs.2 lacs.
6. Any other order or direction as this Hon'ble Authority may find reasonable in the facts and circumstances of instant case, may also be granted.

D. REPLY FILED BY RESPONDENT ON 17.03.2026:

32. That the present complaint is filed with unclean hands and lacks bona fides. The complainant has deliberately suppressed material facts from this Hon'ble Authority and has presented a distorted version of events.
33. That the complainant has willfully defaulted in making timely payments as per the agreed payment schedule and has been in continuous breach of the Builder Buyer Agreement.
34. That despite multiple reminders, demand notices, and offers of possession, the complainant has failed to clear outstanding dues and take possession of the allotted unit.
35. That in view of the complainant's own defaults and breaches, the present complaint is not maintainable in law and deserves to be dismissed with exemplary costs.

36. That Respondent No. 1 is developing an affordable group housing project namely "Smart Homes Karnal" at Sector-32A, Karnal, Haryana under License No. 02 of 2016 dated 05.03.2016 granted by Director General Town & Country Planning, Haryana. True copy of the said License dated 05.03.2016 is annexed herein as **Annexure R-1/1**.

37. That the project is duly registered under RERA vide Registration No. 265 of 2017 dated 09.10.2017 and is being developed in accordance with the Affordable Housing Policy 2013 of the Government of Haryana. True copy of the said registration certificate dated 09.10.2017 is annexed herein as **Annexure R-1/2**.

38. That the possession was to be offered within 4 years from the date of approval of building plans or grant of environment clearance, whichever is later which comes out to be 24.10.2021 and since the completion date falls within the covid notification, the due date after adding 9 months extension granted by this Ld. Authority comes out to be 24.07.2022, subject to timely payments by the allottee, and other conditions mentioned in the agreement. True copies of building plans and environment clearance are annexed herein as **Annexure R-1/3 & R-1/4** respectively.

39. That Surender Kumar was allotted Unit No. A6-403, having carpet area of 638.80 sq. ft. for a basic sale consideration of ₹20,46,740/-. Builder Buyer Agreement was executed on 23.03.2018 containing detailed terms and conditions including:

- Payment schedule spread over 36 months
- Possession clause with 4-year timeline from building plan approval/environment clearance (whichever later)
- Force majeure provisions covering natural calamities, government orders, court orders
- Interest liability @ 15% p.a. on payment defaults
- Cancellation rights for material breach by either party

True copy of the said Builder Buyer Agreement dated 23.03.2018 is annexed herein as Annexure R-1/5.

40. That the complaint is founded on false and fabricated allegations of delay in possession, when in fact:

a) Occupation Certificate dated 20.09.2024 has been duly granted by the Director, Town and Country Planning, Haryana for Towers A1, A2, A3, A4, A5, A6, A7 & B1 covering 877 dwelling units including the complainant's Unit A6-403 and the present complaint has been filed on 13.08.2025, which is after receiving of Occupation Certificate and in accordance to law laid down in Newtech Judgment by Hon'ble Supreme Court the prayer for refund is not maintainable after the grant of occupation certificate. (True copy of the said Occupation Certificate is annexed herein as **Annexure R-1/6**).

b) Multiple Offers of Possession were issued on 04.11.2024, 23.10.2024, 22.01.2024, 07.05.2024 and 22.01.2024 which remain unaccepted due to complainant's payment defaults (True copies of the said Offer of Possessions are annexed herein as Annexure R-1/7). It is also worth mentioning here that as per the settled law by the Ld. Appellate Tribunal the complainant is only entitled for delay in possession charges up till valid offer of possession and consequently, promoter is eligible to claim same delay in payment charges on same rate of interest;

c) The project completion has been achieved despite unprecedented force majeure events documented over 1147 days between 2017-2025.

41. That the complainant's conduct demonstrates lack of bona fides and commitment towards the project:

- Subsequently defaulted on scheduled payments
- Again, defaulted on subsequent payments. (True copies of the demand letters are annexed herein as Annexure R-1/8).

42. That the complainant is in gross breach of his statutory and contractual obligations under Section 19(6) and (7) of the Real Estate (Regulation and Development) Act, 2016, which mandate:

Section 19(6): "Every allottee, who has entered into an agreement for sale to take an apartment, plot or building shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity

charges, maintenance charges, ground rent, and other charges, if any."

Section 19(7): "The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)."

43. That the Financial Position and Outstanding Dues of the present complainant is about Rs. 9,01,393/- which are duly explained with offer of possession dated 04.11.2024.

44. That the complainant has deliberately and fraudulently suppressed the following material facts, thereby violating the fundamental principle of *uberrima fides* (utmost good faith):

a) Voluntary cancellation letter dated 10.04.2025 & 19.09.2024;
b) Multiple demand notices and payment reminders sent between 2017-2024 which remained unheeded;
c) SWAMIH funding of ₹200 crores sanctioned by Government of India for project completion;
d) Grant of Occupation Certificate on 20.09.2024 demonstrating project completion.

True copies of the cancellation letters dated 10.04.2025 & 19.09.2024 is annexed herein as Annexure R-1/9.

45. That the Hon'ble Supreme Court in S.P. Chengalvaraya Naidu v. Jagannath & Ors. reported in (1994) 1 SCC 1 held at Para 17:

"Suppression of material facts amounts to playing fraud on the court as well as on the opposite party... A litigant who approaches the court must come with clean hands and must make a true and full disclosure of facts. He cannot be permitted to obtain an order by making a false or incomplete disclosure."

46. That the complainant having enjoyed the benefits of Haryana Affordable Housing Policy 2013 including subsidized rates and concessional pricing, cannot now reprobate his payment obligations while simultaneously seeking to approbate the benefits received. This violates the established doctrine that one cannot blow hot and cold in the same breath.

47. The Hon'ble Supreme Court in Mahabir Prasad Santuka v. Mahabir Prasad Mantri reported in (2004) 9 SCC 681 observed at Para 15:

"The doctrine of approbate and reprobate means that no party can accept and reject the same instrument and that no party can take benefit under the document and then turn around and claim that the document is not binding upon him."

48. That the project faced unprecedented and well-documented force majeure events totaling 1147 days as detailed in the comprehensive Force Majeure documentation along with orders which are annexed herein as **Annexure R-1/10.**

49. That recognizing the genuine challenges faced by the project, the SWAMIH Investment Fund I (Government of India initiative) sanctioned ₹200 crores funding on 28.01.2021 for last-mile financing to ensure project completion. This demonstrates government recognition of the project's viability and completion timeline challenges.

50. That despite unprecedented challenges, the respondent has successfully completed the project, as evidenced by the Occupation Certificate dated 20.09.2024 granted by Director, Town and Country Planning, Haryana for Towers A1, A2, A3, A4, A5, A6, A7 & B1 covering all 877 dwelling units.

51. That the Occupation Certificate specifically covers Unit B-707 allotted to the complainant, thereby conclusively establishing that:

a) Project has been completed in accordance with approved plans
b) All statutory clearances and compliance requirements have been fulfilled
c) Physical possession is ready for delivery upon payment of outstanding dues

52. That even in Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. (2021) 17 SCC 607 - The Apex Court categorically held at Para 56-57:

"We are of the view that the promoter cannot be made liable for the delay which is caused at the instance of the allottee. In such cases, the allottee cannot claim any compensation or interest from the promoter... The object and scheme of the Act is very clear that the Parliament intended to protect the interest of allottees/ consumers and for that purpose, it imposed certain obligations on the promoters. But at the same time, it cannot be ignored that the allottees also have certain obligations which are required to be performed by them. If the allottees fail to perform their part of obligations, then they cannot turn around and claim any relief against the promoter."

53. That the Hon'ble Supreme Court in Pioneer Urban Land and Infrastructure Ltd. v. Union of India(2019) 8 SCC 416 observed at Para 122:

"Under the RERA Act, both the promoter and the allottee have to perform their respective obligations in a timely manner. The promoter has to develop and deliver the project in time and the allottee has to make payments in time. If either of them commits default, the other party gets a right to claim compensation including interest."

54. That in Imperia Structures v. Anil Patni & Anr. Punjab & Haryana High Court in CWP-24295-2017held:

"The allottee cannot claim refund with interest under Section 18 of the RERA Act when he himself is in default of payment obligations. The relief under Section 18 is available only when the delay is attributable to the promoter and not when the allottee fails to make timely payments as agreed."

55. Similarly in M/s Vatika Limited v. State of Haryana & Ors. Punjab & Haryana High Court in CWP-8003-2020 observed:

"The RERA Act creates reciprocal obligations. Where an allottee seeks refund despite his own default in payments, such claim cannot be sustained as it would amount to seeking benefit from his own breach."

56. That even Hon'ble Appellate Tribunal in M/s Venetian LDF Projects LLP v. Rajni Singh & Ors. HREAT Appeal No. 755/2024 - The Tribunal at Para 24-26 held:

"The allottee who defaults in payment of installments as per agreed schedule cannot claim that the promoter is in breach. The promoter is entitled to charge interest at the agreed rate and withhold possession until full payment is made. The allottee's own breach disentitles him from claiming any relief under Section 18 of the RERA Act."

57. That in M/s M3M India Pvt. Ltd. v. Meenakshi Bhatia HREAT Appeal No. 883/2024 - The Tribunal at Para 31-33 ruled:

"Once the offer of possession is made by the promoter after obtaining occupation certificate, the liability shifts to the allottee

to make the balance payment and take possession. Thereafter, the allottee becomes liable for holding charges and maintenance charges as per the agreement."

58. That in Section 51 of the Indian Contract Act, 1872 provides:

"When a contract consists of reciprocal promises to be simultaneously performed, no promisor need perform his promise unless the promisee is ready and willing to perform his reciprocal promise."

59. That Hon'ble Supreme Court in Union of India v. M/s Kailash Nath Associates (2015) 4 SCC 136 elaborated at Para 43:

"The principle of reciprocal promises is fundamental to contract law. A party who is himself in breach cannot demand performance from the other party. The defaulting party cannot seek legal remedies while remaining in continuing breach of his own obligations."

60. That in Paragraph 7(v) of the Haryana Affordable Housing Policy 2013 specifically provides:

"In case of voluntary withdrawal by the applicant or payment default beyond the grace period, the developer shall be entitled to forfeit the booking amount and interest component on delayed payments. The balance amount shall be refunded within 90 days after adjusting the forfeiture amount."

61. That the complainant having availed benefits under this policy at subsidized rates cannot escape the corresponding obligations and penalty provisions contained therein.

62. That the Ministry of Housing & Urban Affairs, Government of India vide Advisory dated 13.04.2020 specifically recognized COVID-19 as force majeure event affecting real estate projects and recommended extension of project timelines.

63. That the Haryana Government and HRERA issued multiple notifications extending project completion timelines on account of COVID-19 and other force majeure events, thereby providing legal sanctity to the delays.

64. That various High Courts have recognized construction bans imposed by environmental authorities as valid force majeure events. The Delhi High Court in M/s Halliburton Offshore Services Inc. v. Vedanta Ltd. (2020) 280 DLT 169 held:

"The COVID-19 pandemic and consequent lockdown imposed by the Government constitutes a force majeure event which was beyond the contemplation of the parties at the time of entering into the contract."

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

65. During oral arguments ld. counsel for complainant as well as respondent reiterated the submissions as mentioned in the, complaint, application dated 23.12.2025 and reply. Further, learned counsel for the respondent has placed on record a copy of the judgment dated 24.12.2025 rendered by the *"Hon'ble High Court of Punjab and Haryana in RERA-APPL-92-2025 (O&M) and other connected matters"*, seeking to substantiate the plea of *force majeure* raised in their reply.

66. Upon a careful examination of the aforesaid judgment, this Authority observes that the High Court's ruling pertained specifically to the failure of the Hon'ble Appellate Tribunal to record definitive findings on the plea of *force majeure* in several previously decided appeals. Paragraphs 12, 13, and 15 of the said judgment are reproduced below for ready reference:

"12. The said agreement was specifically referred to in the grounds of appeal filed before the Appellate Tribunal and even most of the clauses, which have been reproduced hereinabove, were also reproduced in the grounds of appeal. It is not disputed before this Court that both the parties are governed by the said agreement and the clauses of the said agreement. A perusal of the order dated 04.09.2024 passed by the Authority in the case which is subject matter of RERA Appeal No.92 of 2025 would show that even in the chart which has been prepared and reproduced in paragraph 2 of the order, specific reference has been made to clause 5.1 of the agreement with respect to possession which also contains the fact that the delivery of possession would be subject to force majeure circumstances. While recording the facts of the complaint in paragraph 3(d) in the order, reference has been made to the averment made by the respondent-allottee to the time frame mentioned in the buyer's agreement. In paragraph 6, the defence raised by the present appellant on the basis of the clauses of the agreement as well as the various orders passed by the National Green Tribunal, the orders passed by the Hon'ble Supreme Court and also the orders passed by the various authorities have been taken note of. ***Even the finding of the Authority has been given after taking into consideration the clauses of the buyer's agreement. However, a perusal of the orders passed by the Appellate Tribunal in all the appeals would show that the clauses of the said agreement, more so the one which have been highlighted before this Court and also in the grounds of appeal before the Appellate Tribunal and are very material for the determination of the cases, have not been taken into consideration while passing the final order. There is no finding of the Appellate Tribunal that the clauses of the said agreement are not binding on the parties and are not required***

to be taken into consideration. *Thus, this Court is of the opinion that the Appellate Tribunal, while finally adjudicating the case, has missed an important issue which would be required to be taken into consideration before the rights of the parties in the first appeal filed by the appellant are finally adjudicated.*

13. Keeping in view the abovesaid facts and circumstances, this Court is of the view that all the present appeals deserve to be partly allowed and the orders passed by the Appellate Tribunal in all the cases deserve to be set aside and are accordingly set aside and the Appellate Tribunal is requested to decide the appeals filed by the present appellants afresh after taking into consideration the abovesaid clauses of the agreement and all other aspects.

14. ****.

15. ***It is made clear that this Court has not opined on the merits of the exact number of days of which the benefit is to be given to the appellant*** *and it would be open to all the parties to raise all the pleas on the said aspect as well as on all other aspects before the Appellate Tribunal* ***and the Appellate Tribunal would decide the appeals afresh independently, in accordance with law.***"

67. A bare reading of the Hon'ble High Court's directive clarifies that the Hon'ble High Court refrained from expressing any opinion on the merits or on determining the allowability as a *force majeure* benefit. Instead, the matter was remanded to the Hon'ble Appellate Tribunal to re-adjudicate the appeals *de novo* and render independent findings on the *force majeure* defense in accordance with law.

68. Furthermore, as per the recent proceedings/orders dated 10.07.2026 and 16.09.2026 in the remanded matter (*RERA Appeal No. 92 of 2025*), the Hon'ble Appellate Tribunal has yet to record any substantive findings on this issue, and the matter has only progressed to compliance with the pre-deposit requirements under Section 43(5)

of the Act. In the absence of any conclusive determination or binding precedent established by the Hon'ble Appellate Tribunal to date, this Authority finds no merit or legal support in the reliance placed upon the cited judgment by the respondent. Consequently, the respondent's plea of *force majeure* holds no water on this ground. In any event, this Authority's independent observations and findings regarding the *force majeure* defense have already been detailed under Paragraph H(ii) of this order.

F. ISSUE FOR ADJUDICATION

Whether the complainant is entitled to the reliefs sought or not?

G. OBSERVATIONS AND DECISION OF AUTHORITY

69. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes that the complainant booked an apartment in the real estate project; "Smart Homes Karnal, being developed by the promoter namely; "Aegis Value Homes Ltd.". Thereafter, apartment buyer agreement was executed between the parties on 23.03.2018 for unit bearing no. 403, Tower A, admeasuring 638.80 sq. ft. The Complainant stated that he had paid an aggregate sum of ₹18,49,000/- against the total agreed sale consideration of ₹19,89,320/-. To substantiate this contention,

complainant has placed on record account ledger and receipts issued by the respondent (annexed at page no. 8-15 of the application dated 23.12.2025). As per ledger total paid amount is ₹ 17,97,848/-, however as per receipts annexed total amount is ₹ 15,97,810/-. The offer of possession dated 22.01.2024 issued by respondent, explicitly corroborates the receipt of ₹ 18,49,000/-. Meaning thereby total paid amount is admitted. However, receipt of one amount is missing i.e ₹ 2,51,190/- dated 15.01.2022 as shown at page no. 2 of the aforementioned application. Inasmuch as the Respondent has neither disputed nor controverted the total paid amount, the Authority formally accepts and records the total paid quantum as **₹18,49,000/-**.

In the absence of physical payment receipts or documentary proof of transfer produced by the Complainant of ₹ 2,51,190/-, the Authority directs that said amount shall be deemed credited as on **22.01.2024**, being the date of formal written acknowledgment by the Respondent.

70. Further, vide last order dated 16.07.2026, complainant has already filed an application on 23.12.2025 in registry, wherein complainant has filed an amended memo of parties. Accordingly, now the relief of refund claimed by complainant is against respondent no. 1 only and no other relief pertains to any other respondent. Accordingly, no direction is passed against respondent no. 2,3 and 4 in this order.

H. FINDINGS ON THE OBJECTIONS RAISED BY THE RESPONDENT:

i. **Objections raised by respondent that under section 19 (6) and 19 (7) of the Real Estate (Regulation and Development) Act, 2016, obligation to make payment against the unit was on complainant. Therefore, the Complainant cannot seek any relief under the provision of the Real Estate (Regulation and Development) Act, 2016 or rules framed thereunder.**

With regard to this objection raised by the respondent, Section 19(6), 19(7) of the Real Estate (Regulation and Development) Act, 2016 are reproduced below:

> 19(6)*"Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any."*

As per section 19 (7) of the Real Estate (Regulation and Development) Act, 2016-

> *"The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)."*

The respondent during hearing also stated that since it is an affordable housing policy, complainant was bound to pay as per Timely payment plan. Learned counsel for complainant on the

other hand argued that till 2023, more than 95 % of total sale consideration stands paid by the complainant. It is the respondent who did not develop the project on time and still raised numerous illegal demands even after receiving major amount out of total sale consideration and without making any development on the project site. Taking note that no development over construction has been made by respondent, complainant lost faith in respondent and had stopped making further payments. On perusal of buyer agreement, it is clear that complainant had opted for a Timely Payment Plan (TPP). Further, as per table mentioned at page no. 2 and receipts, account statement annexed on page no. 8-15 of application dated 23.12.2025, it is clear that complainant had made payments from year 2017- 2023 and last payment of ₹1,62,648/- was paid on 21.07.2023 to respondent, which was after expiry of deemed date of possession, i.e., **23.12.2022**. This shows the intention of the complainant that he was ready to pay even after delay caused on part of respondent.

On the other hand respondent was also bound to construct the project as per above stated timely plan. However, actual position as stated by respondent in its reply is that occupation for the project was granted by competent Authority on 20.09.2024.

Meaning thereby, in any case, the construction was delayed and not as per timely plan, accordingly the deemed date of possession mentioned in clause 3.1 of builder buyer agreement also got expired.

Further, it is important to note that the clauses pertaining to builder buyer agreement stated above and Section 19 of the RERD Act, 2016 cannot be read in isolation. Builder buyer agreement is one comprehensive document and as per said document, responsibility of the promoter was to complete the project by the timeline provided therein. However, respondent has failed to do the same. This failure on the part of the respondent at one stroke takes away the duty of full payment from the domain of allottees.

In case of **Nathulal v. Phoolchand**, *AIR 1970 SC 546, the Hon'ble Supreme Court categorically held that where the obligations of the parties are* ***reciprocal and inter-dependent****, the performance of one party is conditional upon the prior performance of the other, and therefore,* ***a party who has failed to perform his part of the contract cannot compel performance from the opposite party****. The Court further observed that unless the vendor was* ***ready and willing to perform his own obligations****, he was not entitled to insist upon the purchaser fulfilling his part of the contract."*

Above stated judgment squarely applies to the present case, as the complainant cannot be expected to perform or continue performance of the his obligations once the respondent has already committed breach of its primary contractual duties of not constructing unit booked on the date promised as per agreement. Accordingly, the complainant was fully justified in withholding further payments in view of the respondent's default.

Further, it is important to note that complainant has made major payments as stated above out of the total sale consideration and played their part of the builder buyer agreement. However, respondent, on the other hand has failed to complete construction on prescribed time or failed to perform his part of the act.

In view of the above facts the respondent's claim that the complainant is not entitled to relief under RERD Act, 2016 is unsustainable. Failure to meet statutory obligations by the Promoter entitles the buyer to seek relief under RERD Act, 2016, such as compensation for delays or refund with interest.

ii. **Objections raised by the respondent regarding force majeure conditions.**

To deal with above stated objection, it is important to first ascertain the deemed date of possession of the captioned case. As per

documents on record, respondent in all the above thirteen cases have mentioned two type of clauses with regard to deemed date of possession. Both are reproduced below for ready references:

Clause 3.1 or 2 (3.1) of BBA, which states that "*.....the developer will endeavour to offer possession of the said apartment to the allottee within a period four years from the date of approval of building plans or grant of environment clearance whichever is later.*"	Clause 8.1 of BBA, which states that "*8.1 Schedule for possession of the said Apartment - The Developer agrees and understands that timely delivery of possession of the said Apartment to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(t) of Rules, 2017, is the essence of the Agreement. The Developer assures to hand over possession of the said Apartment as per agreed terms and conditions unless there is delay due to "force majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottée agrees that*

	the Developer shall be entitled to the extension of time for delivery of possession of the said Apartment. *The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee, the entire amount received by the Developer from the allottee within six Months without any interest or compensation. The Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement."*

Both the aforementioned clauses invites the Authority to consider a question of considerable interpretative significance. Before examining its substantive effect upon the rights of the parties, it is apposite to recall the well-established principle of statutory construction commonly referred to as the ***Mischief Rule***. Derived from the formulation in *Heydon's Case (1584),* this principle has long guided courts in common law jurisdictions in discerning the true import of legislative enactments. The rule requires the adjudicator to identify the defect or mischief which the statute was intended to suppress and to construe the provision in a manner that advances the remedy contemplated by the legislature. *It is, in essence, an aspect of purposive interpretation, directing the Court to look beyond the literal wording where such wording, if read mechanically, would frustrate the legislative objective or produce results that are unreasonable or unjust.*

Properly applied, the mischief rule ensures that statutory provisions are interpreted so as to give effect to the legislative intent and to prevent the re-emergence of the very mischief the law was enacted to eliminate. The clause—*"the developer will endeavour to offer possession ... within a period of four years from the date of approval*

of building plans or grant of environment clearance whichever is later" or "The Developer assures to hand over possession of the said Apartment as per agreed terms and conditions unless there is delay due to "force majeure", Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project"—raises a recurring question under the Real Estate (Regulation and Development) Act, 2016:

Whether such language permits the promoter to indefinitely postpone its obligation, or whether courts and authorities may construe the given language strictly?

The answer requires an application of the **mischief rule** of statutory interpretation, as set out in *Heydon's Case* (1584), which directs the adjudicator to identify

(i) the state of the law before the enactment,

(ii) the mischief that the statute intended to remedy

(iii) the legislative solution, and

(iv) the interpretation that would suppress the mischief and advance the remedy.

Before RERA, Indian real-estate contracts routinely contained ambiguous possession clauses couched in phrases like "**best endeavour**," "**subject to approvals**," "**tentatively by**," or "**agreed**

terms and conditions" which enabled promoters to defer delivery for years without consequence. The mischief the legislature sought to address was precisely this asymmetry: homebuyers were advancing substantial sums yet had little control or remedy against such delays. RERA's architecture—Sections 11 and 18 and the mandatory model agreement—places **time-bound delivery** at the heart of the regulatory framework. Section 11(4)(a) requires the promoter to "responsibly discharge" all obligations as per the terms of the agreement for sale; and Section 18 obligates the promoter to provide interest etc to the allottee for delay.

When the possession clause uses the words **"will endeavour"**, or **"within a specific period of time"** the *literal reading suggests a mere obligation of effort rather than a mandatory timeline*. However, applying the mischief rule, such an interpretation would defeat the very purpose of RERA, which is to eliminate the opacity and uncertainty that characterised the pre-RERA regime. If the clause were construed to mean that the promoter has no strict obligation to deliver within four years but only to *try*, the mischief i.e indefinite postponement would re-enter through the back door. Courts have therefore consistently held that promoters cannot dilute statutory rights through contractual drafting. The Hon'ble Supreme Court in *Pioneer*

Urban Land & Infrastructure Ltd. v. Govindan Raghavan (2019) 5 SCC 725 emphasised that one-sided clauses crafted by builders cannot bind the allottee when they defeat consumer protection; similar reasoning appears in *IREO Grace Realtech Pvt. Ltd. v. Abhishek Khanna* (2021) 3 SCC 241, where the Hon'ble Court held that contractual terms must be read in light of the legislative objective of protecting homebuyers.

Under this reasoning, the phrase "whichever is later" or "agreed terms and conditions" provides a determinable anchor point, and the addition of "will endeavour" or "agreed terms and conditions" cannot legally convert a mandatory timeline into an aspirational one. RERA, being a benevolent statute, must be construed purposively; any ambiguity must be resolved in favour of the allottee.

The Authority is therefore entitled to read the clause Clause 3.1 or 2 (3.1) as imposing a **definite possession period of four years**, with the promoter's "endeavour" language having no effect in diluting statutory consequences and **in case of clause 8.1** the agreement **does not stipulate any specific time frame for handing over possession**. Authority observes that in absence of clause with respect to handing over of possession in the builder buyer agreement, it cannot rightly ascertain as to when the possession of said apartment was due to be

given to the complainant. It has been observed that period of 3 years is reasonable time for development of a project and handing over of possession as held by **Hon'ble Apex Court in 2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr.** Thus, the Authority is therefore entitled to read the clause 8.1 as imposing a **definite possession period of three years**, with the promoter's "*terms and conditions*," language having no effect in diluting statutory consequences. The mischief rule thus becomes entirely appropriate: by interpreting the clause in a manner that enforces certainty rather than permissive delay, the decision suppresses the mischief RERA sought to eliminate.

Applying the statutory position above and the ratios of the Hon'ble Apex Court, ***where the agreement states clause Clause 3.1 or 2 (3.1), deemed date of possession will be considered as imposing a definite possession period of four years from the date of execution of the agreement and where clause 8.1 is incorporated in the agreement, the deemed date of possession will be considered as imposing a definite possession period of three years from the date of execution of the agreement.***

In the present case, as per clause 3.1, deemed date of possession comes to *23.03.2022.*

Further, with regard to objections raised by the respondent **regarding force majeure conditions.** Respondent for explaining the delay in construction, had claimed *force majeure* at page no.4 of reply citing various natural calamities, government orders, court orders contributing to delay of **1147 days in completion of project.** The onus squarely lies with the respondent to explain how each of the mentioned orders of authorities (except Covid) lies within the definition of *force majeure.* Further onus also lies upon the respondent to explain how each order directly affected its construction activities.

Force majeure is a French expression which translates, literally, to "superior force". To appreciate its nuances, jurisprudence of the concept under the Indian Contract Act, 1872 need to be elucidated. In the context of law and business, the Merriam Webster dictionary states that force majeure usually refers to "those uncontrollable events (such as war, labor stoppages, or extreme weather) that are not the fault of any party and that make it difficult or impossible to carry out normal business. A company may insert a force majeure clause into a contract to absolve itself from liability in the event it cannot fulfill the terms of a contract (or if attempting to do so will result in loss or damage of goods) for reasons beyond its control". Black's Law Dictionary defines Force Majeure as follows, "In the law of insurance, superior or

irresistible force. Such clause is common in construction contracts to protect the parties in the event a part of the contract cannot be performed due to causes which are outside the control of the parties and could not be avoided by exercise of due care. Typically, such clauses specifically indicate problems beyond the reasonable control of the lessee that will excuse performance."

In India, it is often referred to as an "act of God". Various courts have, over time, held that the term force majeure covers not merely acts of God, but may include acts of humans as well. The term *"Force Majeure" is based on the concept of the Doctrine of Frustration under the Indian Contract Act, 1872*; particularly Sections 32 and 56. The law uses the term "impossible" while discussing the frustration of a contract, i.e., a contract which becomes impossible has been frustrated. In this context, *"impossibility"* refers to an unexpected subsequent event or change of circumstance which fundamentally strikes at the root of the contract. In the case of Alopi Parshad and Sons Ltd vs Union of India, AIR 1960 SC 588 and the landmark Energy Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors (2017) – 2017 3 AWC 2692 SC, the Supreme Court of India has categorically *stated that mere commercial onerousness, hardship, material loss, or inconvenience cannot*

constitute frustration of a contract. Furthermore, if it remains possible to fulfil the contract through alternate means, then a mere intervening difficulty will not constitute frustration. It is only in the absence of such alternate means that the contract may be considered frustrated.

Section 56 of the Indian Contracts Act (Agreement to do impossible act) states that "a contract to do an act which, after the contract is made, becomes impossible, or, by reason of some event which the promisor could not prevent, unlawful, becomes void when the act becomes impossible or unlawful." It is the performance of contractual obligations that must become unlawful/impossible, not the ability to enjoy benefits under the contract. *The Supreme Court in Energy Watchdog and Ors. Vs. Central Electricity Regulatory Commission and Ors (2017)* – 2017 3 AWC 2692 SC lent further insight into interpreting a Force Majeure situation i.e

- Events beyond the reasonable control of one party should not render that party liable under a contract for performance, if that event prevents the party's performance;
- The language of the agreement relating to duty to mitigate, best efforts, prudent man obligations to nevertheless

perform etc., will all be taken into consideration in understanding the parties' intent;

- *Force majeure events must be unforeseeable by both parties;*
- The requirement to put the other party on notice must be met with if the contract provides for notice requirements; and
- *Burden of proof rests with the party relying on the defense of force majeure for its inability to perform the obligation.*

In the present case, respondent have merely cited issues related to environmental restrictions, construction bans and judicial interventions but has failed to explain its effect on the construction of project. Respondent neither has explained how his construction work was covered under above stated situations nor has substantiated its *force majeure* claim with concrete evidence or documentation. Also, constructions bans etc are regularly imposed during periods of extreme pollution. Since these are events that are easily foreseen, the obvious presumption is that they are inbuilt into the contract i.e the due date of possession is calculated with the aforementioned knowledge. Therefore, mere mention of various issues in arguments does not meet the rigours of the statute. Therefore the respondent

cannot be allowed to take advantage of the delay on their part by claiming delay in statutory approvals/directions. ***As a result, this plea stands rejected.***

Further with regard to *force majeure* on account of COVID-19, in the present case, due to the various decisions of the Government of India and the Government of Haryana Authority, *force majeure* may be accepted *for a maximum period* of Covid i.e 9 months. Reference is made to Advisory issued by Authority in its 93rd meeting held on 18.05.2020 wherein time period of maximum 6 months 25.03.2020 to 24.09.2020 was considered as force majeure being natural calamity affecting the whole world and extension of three months, i.e. 01.04.2021 to 30.06.2021 due to second wave of Covid-19 was considered as force majeure by the Authority in its meeting held on 02.08.2021. Therefore, the Authority holds that the only *force majeure* condition accepted in this case is Covid, i.e. 9 months as claimed by the respondent at page no. 9 of reply. Accordingly, new, deemed date will be taken as ***23.12.2022*** (23.03.2022 + 9 months days).

Further, it is pertinent to mention that in some of the cases in present bunch, the respondent voluntarily executed the Builder-Buyer Agreements between year 2020-2022. Because these

agreements were signed during the pandemic, the respondent entered into them with full awareness of the ongoing situation and still committed to delivering possession on time. Consequently, no COVID-19-related deadline extension is granted to the respondent for these specific cases. Specific details regarding the Builder-Buyer Agreements and the deemed dates of possession are provided in the table in Paragraph 4 of this order.

71. Arguments of both the parties were heard at length. As has been admitted between both the parties, upon executing agreement dated 23.03.2018 a unit bearing no. 403, Tower A-6, admeasuring 638.80 sq. ft. had been allotted to complainant in the project of the respondent namely "Smart Homes Karnal" situated at Karnal, Haryana. Deemed date of possession is 23.12.2022. Respondent has failed to deliver possession of the flat before or till 23.12.2022 to the complainant. On account of inordinate delay in delivery of possession, complainant under Section 19(10) had clarified his intent to withdraw from the project by way of filing present complaint on 13.08.2025 in the registry.

From the above, it is evident that the respondent failed to deliver the possession of the unit to the complainant within time, thereby not fulfilling its obligation under the agreement. As a result of

this delay and the respondent's failure to meet the promised timelines, the complainants, in 2025, decided to withdraw from the project altogether. This decision clearly expressed the complainant's intent to disengage from the agreement due to the respondent's inability to deliver possession as originally stipulated.

Moreover, it is appropriate to refer to judgment passed by Hon'ble Apex Court in case "Pioneer Urban Land & Infrastructure Ltd. Versus Govindan Raghavan" held as under:

> *"We see no illegality in the Impugned Order dated 23.10.2018 passed by the National Commission. The Appellant - Builder failed to fulfill his contractual obligation of obtaining the Occupancy Certificate and* ***offering possession of the flat to the Respondent - Purchaser within the time stipulated in the Agreement****, or within a reasonable time thereafter. The Respondent - Flat Purchaser* ***could not be compelled to take possession of the flat,*** *even though it was offered almost 2 years after the grace period under the Agreement expired. During this period, the Respondent - Flat Purchaser had to service a loan that he had obtained for purchasing the flat, by paying Interest @10% to the Bank. In the meanwhile, the respondent - Flat Purchaser also located an alternate property in Gurugram. In these circumstances, the Respondent - Flat Purchaser was entitled to be granted the relief prayed for i.e. refund of the entire amount deposited by him with interest"*

Hence, it is a settled law that if the builder is not able to deliver the possession of the flat in time then he cannot force the complainant to take possession and is liable to refund the money of buyer with interest.

72. Further, complainant has stated that they had paid almost the entire sale consideration as per agreement on time and account ledger/ bank statement depicting paid amount has been placed on record. The respondent only received the Occupation Certificate on **20.09.2024**, which was one year, eight months and twenty nine days after the deemed date of possession. Subsequently, the respondent made four offers of possession to the complainant i.e., on 22.01.2024, 07.05.2024, 23.10.2024 and 04.11.2024. The initial two offers of possession dated 22.01.2024 and 07.05.2024 were made without obtaining occupation certificate, an offer bad in law, hence not valid.

73. On the contrary, the last two offers of possession dated 23.10.2024 and 04.11.2024 were issued after receipt of occupation certificate dated on 20.09.2024. Same is annexed at page no. 67-69; 70-76 and 79-87 of the reply. This seems to be a valid offer of possession as far as the OC is concerned. However, further facts need to be seen to discover the true nature of this offer.

Further, record reveals that respondent has raised various demands along with valid offers of possession dated 23.10.2024 and 04.11.2024 under different heads such as illegal Demand of Rs. 22,637/- on account of External Electricity Connectivity to Project

Charge (29.30 Sq. Feet); Advance meter consumption charge of Rs. 27,814/- ; Security Deposit Charge of Rs. 20,000/-; Meter Charge of Rs. 6490/-; Labour Cess charges of Rs. 16,823/-. Moreover, the builder has illegally charged exorbitant amount of Rs. 4,61,933/-as delay interest.

Above stated demands are being adjudicated upon merits as below:

i. Upon perusal of the final statement of accounts annexed to the latest offer of possession dated 04.11.2024, the respondent has levied five distinct ancillary charges upon the Complainant namely: External Electricity Connectivity Charges, Advance Meter Consumption Charges, Interior Security Deposit, Meter Charges, and Labour Cess totalling ₹93,764, alongside delayed payment interest amounting to ₹4,61,933. On perusal of builder buyer agreement, it is observed that no clause of said agreement imposes the above stated 5 charges upon complainant. With regard to delayed payment interest, since project of the respondent is itself delayed as already explained in para H.i Of this order. Respondent cannot charge delayed interest from the complainant.

In view of above, Authority deems appropriate to quash all the above 5 charges demanded by the respondent as well as the delayed payment interest.

74. The facts enumerated in the preceding paragraphs establish that even though the second offer of possession in question was made after obtaining an OC, it was conditional upon the payment of illegal demands of money. An "offer of possession" does not become legally valid merely because it encloses a valid Occupancy Certificate (OC), if the offer is coupled with demands that are not contractually/statutorily due. In **Utpal Trehan v. DLF Home Developers Ltd., Civil Appeal No. 4690 of 2022** (Supreme Court, judgment dated 11 July 2022), the builder relied on its "offer for possession" letter to argue that delay-compensation should stop from that date. The Supreme Court rejected that argument because the possession was offered only upon payment per a statement of account that contained illegal demands.

The Court records that the "offer" required remittance "as per statement of accounts" and an undertaking, and that the consumer fora had found the underlying demand/statement illegal; therefore, the offer itself was not a valid offer for possession.

Most importantly, the Hon'ble Supreme Court expressly concludes (while dealing with the builder's "offer stops liability" argument) that "in this case, we have already held that there was no valid offer for possession".

A similar approach appears in Capt. **Rajinder Singh Sidhu & Anr. v. M/s Bestech India Pvt. Ltd. & Anr. (23 Oct 2024)**, where the adjudicating forum notes a "conditional offer of possession" and allegations of maintenance and other demands contrary to the Buyer's Agreement.

This supports the broader proposition: a possession offer that departs from the BBA by adding unauthorized monetary conditions is legally vulnerable as a genuine offer of possession.

Hence, ***the Authority holds that the even the second offer of possession was not legally valid.***

75. Regarding the Cancellation Letters dated 19.09.2024 and 10.04.2025: The Authority examined the aforementioned cancellation letters issued by the respondent (annexed at page 129-130 of reply), which claimed that an outstanding amount of ₹9,00,959/- (inclusive of interest) was due from the complainant. Upon review, the Authority finds following rationale to set aside and quash the said cancellation letter:

Waiver of Prior Cancellation: The cancellation letter dated 19.09.2024 stands legally superseded and rendered redundant by the respondent's subsequent act of issuing a fresh Offer of Possession on 04.11.2024. Further by demanding an outstanding sum of ₹8,00,042/- payable within 30 days under the 14.11.2024 communication, the respondent unequivocally revived the allotment contract, thereby waiving its right to rely on the prior cancellation. The respondent cannot simultaneously enforce a cancellation while demanding performance (payment) under a fresh offer of possession for the same property.

With regard to second cancellation letter dated 10.04.2025, A perusal of the letter dated 10.04.2025 reveals it operated effectively as a demand notice, directing the complainant to clear the outstanding sum of ₹ 9,00,959/- on or before 25.04.2025 under the threat of allotment cancellation. Despite the lapse of this deadline, the respondent has failed to refund the deposited amounts to the complainant. Now, the respondent cannot simultaneously cancel an allotment and retain the allottee's hard-earned money. This conduct is entirely untenable under the law and directly violates the principles of natural justice.

In light of the aforementioned grounds, the Authority hereby **quashes and sets aside** the cancellation notices dated 19.09.2024 and 10.04.2025 issued by the respondent.

76. The facts set out in the preceding paragraph demonstrate that respondent had failed to fulfil its obligation to handover possession by 23.12.2022 i.e. deemed date of possession. Keeping the hard earned money of allottees without justification establishes the malintent of the respondent. Under these circumstances, the provisions of Section 18(1)(a) of the Act clearly come into play by virtue of which the complainant is entitled to refund of paid amount along with interest on account of default in delivery of possession of booked unit.

77. Further, Hon'ble Supreme Court in the matter of "Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others " in CIVIL APPEAL NO(S). 6745 - 6749 OF 2021 has observed that in case of delay in granting possession as per agreement for sale, allottee has an unqualified right to seek refund of amount paid to the promoter along with interest. Para 25 of this judgementis reproduced below:

> *"25. The unqualified right of the allottee to seek refund referred underSection 18(1)(a)andSection 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter*

fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed."

78. Therefore, the Authority finds it to be a fit case for allowing refund in favour of complainant. The complainant will be entitled to refund of the paid amount from the dates of various payments till realization. As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.
Explanation.-For the purpose of this clause-
(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;

(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

> ***"Rule 15:"****"Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub.sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of india highest marginal cost of lending rate +2%:*
>
> *Provided that in case the State Bank of India marginal cost of lending rate (NCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public"."*

79. Consequently, as per website of the state Bank of India i.e. https://sbi.co.in, the highest marginal cost of lending rate (in short MCLR) as on date i.e. 08.10.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80 %.

80. Hence, Authority directs respondent to pay refund to the complainant on account of failure in timely delivery of possession at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e., at the rate of SBI highest marginal cost of lending rate (MCLR) + 2% which as on date works out to **10.80%** (8.80% + 2.00%) from the date of various payments till actual realization of the amount.

81. Authority has got calculated the interest on the total paid amount from the date of respective payments till the date of this order i.e., 08.10.2026 at the rate of **10.80%**, in all captioned cases and said amounts works out as per detail given in the table below:

i. **In complaint no. 1205 of 2025:**

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1	95,227/-	12.05.2017	96,844/-
2.	2,00,000/-	20.08.2017	1,97,477/-
3.	2,50,768/-	12.04.2018	2,30,168/-
4.	2,98,398/-	04.10.2018	2,58,434/-
5.	2,51,152/-	21.01.2020	1,82,291/-
6.	2,51,113/-	31.05.2021	1,45,409/-
7.	2,51,190/-	22.01.2024	73,656/-
8.	2,51,152/-	16.05.2023	92,297/-
Total:	**₹18,49,000/-**		**12,76,576/-**
Total amount	**₹ 18,49,000/- + ₹12,76,576/-= ₹ 31,25,576/-**		

ii. **In complaint no. 1268 of 2024**

The Complainant stated that he had paid an aggregate sum of ₹21,18,625/- against the total agreed sale consideration of ₹19,89,320/-. To

substantiate this contention, complainant has placed on record account ledger and receipts issued by the respondent (annexed at page no. 5-13 of the application dated 26.11.2025). As per the receipts and said ledger, total paid amount is ₹21,18,625/-. The offer of possession dated 05.10.2024 issued by respondent, explicitly corroborates the receipt of ₹21,18,624/-. Therefore, the Authority formally accepts and records the total paid quantum as **₹21,18,625/-**.

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1	95,000/-	18.05.2017	96,444/-
2.	2,00,000/-	02.08.2017	1,98,542/-
3.	2,02,330/-	22.08.2017	1,99,658/-
4.	2,78,505/-	01.03.2018	2,59,087/-
5.	2,68,558/-	17.09.2019	2,04,937/-
6.	2,68,558/-	19.03.2020	1,90,316/-
7.	8,05,674/-	30.05.2023	2,92,744/-
Total:	**₹21,18,625/-**		**14,41,728/-**
Total amount	**₹ 21,18,625 /- + ₹14,41,728/-= ₹ 35,60,353/-**		

iii. In complaint no. 1204 of 2025

The Complainant stated that he had paid an aggregate sum of ₹15,64,203/- against the total agreed sale consideration of ₹19,04,540/-. To substantiate this contention, complainant has placed on record ledger and account statement (annexed at page no. 29 of complaint paper book and 4-11 of the application dated 15.07.2026). As per the SOA, total paid amount is ₹11,64,203/- and as per ledger the paid amount is ₹12,64,203/-. Further, the offer of possession dated 05.11.2024 issued by respondent, explicitly corroborates the receipt of ₹15,64,203/-. Meaning thereby total paid amount is admitted. However, receipts for sum of ₹4,00,000/- are missing. Inasmuch as the Respondent has neither disputed nor controverted the total paid amount, the Authority formally accepts and records the total paid quantum as **₹15,64,203/-**. In the absence of physical payment receipts or documentary proof of transfer produced by the Complainant of ₹4,00,000/-, the Authority directs that said amount shall be deemed credited as on **05.11.2024**, being the date of formal written acknowledgment by the Respondent.

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1	95,227/-	13.06.2017	95,942/-
2.	1,00,000/-	12.07.2017	99,893/-

3.	1,00,000/-	01.08.2017	99,301/-
4.	1,80,908/-	24.08.2017	1,78,412/-
5.	1,00,000/-	06.04.2018	91,963/-
6.	50,000/-	20.04.2018	45,774/-
7.	38,068/-	22.05.2018	34,490/-
8.	1,00,000/-	07.02.2019	82,879/-
9.	1,00,000/-	13.08.2019	77,346/-
10.	1,00,000/-	08.09.2020	65,747/-
11.	1,00,000/-	01.02.2022	50,627/-
12.	1,00,000/-	13.10.2022	43,111/-
13.	4,00,000/-	05.11.2024	83,204/-
Total:	**₹15,64,203/-**		**₹10,48,689/-**
Total amount	**₹ 15,64,203/- + ₹10,48,689/-= ₹ 26,12,892/-**		

iv. In complaint no. 1207 of 2025

The Complainant stated that he had paid an aggregate sum of ₹20,49,003/- against the total agreed sale consideration of ₹19,89,320/-. To substantiate this contention, complainant has placed on record statement of account (annexed at page no. 8-17 of the application dated 23.12.2025). As per the SOA, total paid amount is ₹20,49,003/-. The offers of possession dated 01.12.2023, 05.10.2024 and 05.11.2024 issued by respondent,

explicitly corroborates the receipt of ₹20,49,003/-. Therefore, the Authority formally accepts and records the total paid quantum as **₹20,49,003/-.**

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1	95,227/-	08.05.2017	96,956/-
2.	1,00,000/-	14.07.2017	99,833/-
3.	3,02,103/-	29.12.2017	2,86,582/-
4.	2,50,000/-	27.04.2018	2,28,353/-
5.	2,97,063/-	15.10.2018	2,56,311/-
6.	2,51,152/-	24.01.2020	1,82,068/-
7.	2,51,153/-	21.04.2021	1,48,405/-
8.	2,51,153/-	14.10.2021	1,35,325/-
9.	2,51,152/-	10.05.2023	92,743/-
Total:	**₹20,49,003/-**		**₹15,26,576/-**
Total amount	**₹ 20,49,003 /- + ₹15,26,576/-= ₹ 35,75,579/-**		

v. In complaint no. 1267 of 2024

The Complainant stated that he had paid an aggregate sum of ₹17,66,012/- against the total agreed sale consideration of ₹19,04,540/-. To substantiate this contention, complainant has placed on record account ledger issued by the respondent (annexed at page no. 50 of the complaint paper

book). As per said ledger, total paid amount is ₹17,66,012/-. The offer of possession dated 11.11.2024 issued by respondent, explicitly corroborates the receipt of ₹17,66,012/-. Therefore, the Authority formally accepts and records the total paid quantum as **₹17,66,012/-.**

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1	1,00,000/-	20.07.2015	1,21,285/-
2.	1,48,763/-	20.08.2015	1,79,063/-
3.	1,00,000/-	02.02.2015	1,26,256/-
4.	73,466/-	04.01.2016	85,452/-
5.	13,43,783/-	23.02.2022	6,71,568/-
Total:	**₹17,66,012/-**		**11,83,624/-**
Total amount	**₹ 17,66,012 /- + ₹11,83,624/-= ₹ 29,49,636/-**		

vi. In complaint no. 990 of 2024

The Complainant stated that he had paid an aggregate sum of ₹19,38,782/- against the total agreed sale consideration of ₹20,51,620/-. To substantiate this contention, complainant has placed on record account ledger issued by the respondent and statement of account (annexed at page no. 5-8 of the application dated 16.09.2025). As per said ledger and SOA total paid amount is ₹19,38,782/-. The offers of possession dated 16.10.2024 and

12.11.2024 issued by respondent, explicitly corroborates the receipt of ₹19,38,782/-. Therefore, the Authority formally accepts and records the total paid quantum as **₹19,38,782/-.**

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1	50,000/-	31.01.2022	25,328/-
2.	1,80,000/-	08.03.2022	89,264/-
3.	4,43,000/-	29.03.2022	2,16,936/-
4.	9,88,813/-	28.06.2022	4,57,596/-
5.	2,76,969/-	30.07.2022	1,25,551/-
Total:	**₹19,38,782/-**		**₹9,14,675/-**
Total amount	**₹ 19,38,782 /- + ₹9,14,675/-= ₹ 28,53,457/-**		

vii. In complaint no. 819 of 2025

The Complainant in his complaint has stated that he had paid an aggregate sum of ₹16,66,474/- against the total agreed sale consideration of ₹19,04,540/-, whereas vide application dated 11.12.2025 complainant has stated the paid amount as ₹20,60,436/-. The complainant in said application has mentioned the paid amount in tabular form depicting the total paid amount as ₹20,60,436/- .Further, to substantiate this contention, complainant has placed on record account ledger issued by the respondent and statement of account (annexed at page no. 46 of the complaint paper book and page no.

9-20 of the application dated 11.12.2025). As per said ledger and SOA total paid amount is ₹20,60,436/-. The offer of possession dated 16.10.2024 issued by respondent, explicitly corroborates the receipt of ₹19,65,139/-. However, since proof of payment of ₹20,60,436/- has been placed on record by the complainant, therefore, the Authority formally accepts and records the total paid quantum as **₹20,60,436/-.**

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1	95,227/-	09.06.2017	96,055/-
2.	1,05,000/-	08.08.2017	1,04,048/-
3.	2,75,908/-	23.11.2017	2,64,672/-
4.	2,38,068/-	24.04.2018	2,17,666/-
5.	50,000/-	29.06.2021	28,524/-
6.	50,000/-	03.07.2021	28,465/-
7.	40,000/-	08.10.2021	21,624/-
8.	40,000/-	30.10.2021	21,363/-
9.	25,000/-	13.01.2022	12,797/-
10.	2,00,000/-	30.03.2022	97,881/-
11.	1,50,000/-	31.03.2022	73,366/-
12.	75,000/-	14.05.2023	27,607/-
13.	3,97,271/-	03.06.2022	1,86,785/-
14.	25000/-	13.06.2023	8980/-

15.	30,000/-	02.07.2023	10,608/-
16.	30,000/-	02.08.2023	10,332/-
17.	20,000/-	05.09.2023	6687/-
18.	40,000/-	15.09.2023	13,256/-
19.	18,000/-	29.09.2023	5891/-
20.	5,000/-	29.08.2024	1141/-
21	50,000/-	30.08.2024	11,392/-
22.	50,000/-	24.09.2024	11,022/-
23.	4,518/-	06.10.2024	980/-
24.	46,444/-	06.10.2024	10,073/-
Total:	**₹20,60,436/-**		**12,71,215/-**
Total amount	**₹ 20,60,436 /- + ₹12,71,215/– = ₹ 33,31,651/-**		

viii. In complaint no. 1789 of 2024

The Complainant stated that he had paid an aggregate sum of ₹21,69,803/- against the total agreed sale consideration of ₹19,89,320/-. To substantiate this contention, complainant has placed on record account ledger issued by the respondent (annexed at page no. 50 of the complaint paperbook). As per said ledger total paid amount is ₹21,69,803/-. The offer of possession dated 10.10.2024 issued by respondent, explicitly corroborates the receipt of ₹21,69,695/-. However, since proof of payment of ₹21,69,803/- has been placed on record by the complainant, therefore, the

Authority formally accepts and records the total paid quantum as **₹21,69,803/-.**

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1	95,227/-	09.10.2017	92,617/-
2.	2,00,000/-	10.10.2017	1,94,459/-
3.	2,61,783/-	18.11.2017	2,51,510/-
4.	2,68,559/-	28.05.2018	2,42,842/-
5.	2,68,557/-	29.11.2018	2,28,140/-
6.	2,68,558/-	17.11.2020	1,71,006/-
7.	2,68,558/-	01.01.2022	1,38,426/-
8.	2,68,561/-	12.12.2023	82,007/-
9.	2,70,000/-	09.02.2024	77,733/-
Total:	**₹21,69,803/-**		**14,78,740/-**
Total amount	**₹21,69,803 /- + ₹14,78,740/-= ₹ 36,48,543/-**		

ix. In complaint no. 1740 of 2024

The Complainant in his complaint has stated that he had paid an aggregate sum of ₹17,56,203/- against the total agreed sale consideration of ₹19,89,320/-, whereas vide application dated 26.11.2025 complainant has stated the paid amount as ₹18,75,907/-. To substantiate this contention,

complainant has placed on record receipts issued by the respondent and statement of account (annexed at page no. 52-60 of the complaint paper book and page no. 9-13 of the application dated 26.11.2025). As per receipts and SOA total paid amount is ₹18,75,907/-. The offer of possession dated 09.11.2024 issued by respondent, explicitly corroborates the receipt of ₹18,10,166/-. However, since proof of payment of ₹18,75,907/- has been placed on record by the complainant, therefore, the Authority formally accepts and records the total paid quantum as **₹18,75,907/-.**

Sr. No.	**Principal Amount (in ₹)**	**Date of payment**	**Interest Accrued till 08.10.2026 (in ₹)**
1	87,254/-	11.02.2015	1,09,931/-
2.	1,74,505/-	30.06.2015	2,12,682/-
3.	1,74,505/-	29.07.2015	2,11,185/-
4.	4,66,801/-	15.11.2016	4,99,311/-
5.	4,01,275/-	20.07.2021	2,26,425/-
6.	2,68,558/-	18.11.2021	1,41,922/-
7.	2,68,559/-	23.03.2022	1,31,990/-
8.	34,450/-	19.01.2023	13,853/-
Total:	**₹18,75,907/-**		**15,47,299/-**
Total amount	**₹ 18,75,907 /- + ₹15,47,299/-= ₹ 34,23,206/-**		

x. In complaint no. 557 of 2025

The Complainant stated that he had paid an aggregate sum of ₹7,51,264/- against the total agreed sale consideration of ₹19,26,320/-. To substantiate this contention, complainant has placed on record receipts issued by the respondent and loan account statement (annexed at page no. 9-11 of the application dated 15.07.2026). As per said receipts and loan account statement total paid amount is ₹7,51,264/-. The offer of possession dated 11.11.2024 issued by respondent, explicitly corroborates the receipt of ₹7,51,264/-. Therefore, the Authority formally accepts and records the total paid quantum as **₹7,51,264/-.**

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1	95,227/-	02.08.2017	94,533/-
2.	95,227/-	03.08.2017	94,505/-
3.	5,60,810/-	22.10.2018	4,82,715/-
Total:	**₹7,51,264/-**		**₹6,71,753/-**
Total amount	**₹ 7,51,264 /- + ₹6,71,753/-= ₹ 14,23,017/-**		

xi. In complaint no. 578 of 2025

The Complainant vide application dated 06.10.2026 has stated that he had paid an aggregate sum of ₹7,95,687/- against the total agreed sale consideration of ₹12,04,800/-. To substantiate this contention, complainant

has placed on record receipts issued by the respondent (annexed at page no. 5-11 of the said application). As per said receipts total paid amount is ₹7,95,693/-. The offer of possession dated 10.11.2024 issued by respondent, explicitly corroborates the receipt of ₹7,95,693/-. Therefore, the Authority formally accepts and records the total paid quantum as **₹7,95,693/-.**

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1.	59,139/-	16.12.2014	75,507/-
2.	1,18,276/-	13.07.2015	1,43,697/-
3.	58,278/-	17.09.2015	69,665/-
4.	60,000/-	17.09.2015	71,724/-
5.	1,00,000/-	15.12.2021	52,047/-
6.	1,00,000/-	01.08.2022	45,271/-
7.	3,00,000/-	24.08.2023	1,01,372/-
Total:	**₹7,95,693/-**		**₹5,59,283/-**
Total amount	**₹ 7,95,693 + ₹5,59,283= ₹ 13,54,976/-**		

xii. In complaint no. 818 of 2025

The Complainant stated that he had paid an aggregate sum of ₹16,66,474/- against the total agreed sale consideration of ₹19,04,540/-, whereas vide application dated 11.12.2025 complainant has stated the paid amount as ₹18,40,187/-. The complainant in said application has mentioned

the paid amount in tabular form depicting the total paid amount as ₹18,40,187/- whereas the aggregate of the amounts mentioned in the table works out to ₹18,40,227/-. So, it is observed that the complainant has inadvertently mentioned the total paid amount as ₹18,40,187/- instead of ₹18,40,227/-. Further, to substantiate this contention, complainant has placed on record statement of account and loan account statement (annexed at page no. 8-15 of the application dated 11.12.2025). As per said statements total paid amount is ₹18,40,227/-. The offer of possession dated 17.10.2024 issued by respondent, explicitly corroborates the receipt of ₹17,72,019/-. However, since proof of payment of ₹18,40,227/- has been placed on record by the complainant, therefore, the Authority formally accepts and records the total paid quantum as **₹18,40,227/-.**

Sr. No.	Principal Amount (in ₹)	Date of payment	Interest Accrued till 08.10.2026 (in ₹)
1.	95,227/-	19.05.2017	96,646/-
2.	1,05,000/-	28.07.2017	1,04,390/-
3.	3,44,115/-	18.11.2017	3,30,611/-
5.	2,38,068/-	12.04.2018	2,18,511/-
6.	2,38,068/-	28.07.2021	1,33,769/-
7.	7,14,203/-	22.04.2022	3,44,672/-
8.	1,05,546/-	20.10.2023	33,885/-
Total:	**₹18,40,227/-**		**₹ 12,62,484/-**

Total amount	**₹ 18,40,227/- + ₹12,62,484/-= ₹ 31,02,711/-**

82. With regard to relief sought at para no. 31(2) and (5) of this order, the complainant is seeking compensation and litigation cost. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as *"M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors."* (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. Therefore, the complainant is free to approach the Adjudicating Officer for seeking the relief of litigation expenses/ compensation.

83. Ld. counsel for complainant has neither argued nor pressed upon the relief claimed in para 31(4) of this order.

I. DIRECTIONS OF THE AUTHORITY

84. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of

obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent is directed to refund the entire amount along with interest @ **10.80** % to the complainant as specified in the table provided above in **Paras no.81** of this order).

(ii) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.

Hence, all the captioned complaints are accordingly **disposed of** in view of above terms. Files be consigned to the record room after uploading of the order on the website of the Authority.

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CHANDER SHEKHAR
[MEMBER]

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DR. GEETA RATHEE SINGH
[MEMBER]

.....
NADIM AKHTAR
[MEMBER]

.....
PARNEET S SACHDEV
[CHAIRMAN]